

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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STEPHANIE VALLES, an individual on  
behalf of herself and all others similarly  
situated, :

Plaintiffs, :

Civil Action

vs. :

12 Civ. 9452

HERITAGE PACIFIC FINANCIAL, LLC, :  
a Texas Limited Liability Company d/b/a :  
HERITAGE PACIFIC FINANCIAL, an :  
unknown and unlicensed fictitious entity; :  
CHRISTOPHER DAVID GANTER, :  
Individually and in his Official Capacity; :  
BENJAMIN ALAN GANTER, :  
Individually and in his Official Capacity; :  
KENNETH WARREN KNOX, :  
Individually and in his Official Capacity; :  
JOHN MARK MONTEIRO; Individually :  
and in his Official Capacity, and JOHN :  
AND JANE DOES NUMBERS 1 :  
THROUGH 25, :

Defendants.

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x

**DEFENDANT HERITAGE PACIFIC FINANCIAL, LLC'S  
INITIAL DISCLOSURES PURSUANT TO FEDERAL RULE OF CIVIL  
PROCEDURE 26A**

1. Under Rule 26(a)(1)(A), the names, addresses and telephone numbers of each individual likely to have discoverable information that defendant may use to support their claims and defenses:

Benjamin Ganter  
c/o Heritage Pacific Financial, LLC  
2200 K Avenue, Suite 100  
Plano, TX 75074  
888-233-9115

Christopher Ganter  
c/o Heritage Pacific Financial, LLC  
2200 K Avenue, Suite 100  
Plano, TX 75074  
888-233-9115

Becky L. Napier  
Mercantile Adjustment Bureau  
165 Lawrence Bell Dr., Suite 100  
Williamsville, NY 14221  
716-929-8812

2. Under Rule 26(a)(1)(B), the description of all documents in the possession, custody, or control of the Plaintiff and that the defendant may use to support its claims or defenses, unless solely for impeachment are as follows:

Correspondence from Stephanie Valles to Mercantile Adjustment Bureau dated 3/28/12.

Correspondence from Mercantile Adjustment Bureau to Stephanie Valles dated 4/11/12.

Fixed Rate Note for Loan no. 010401553.

Uniform Residential Loan Application of Stephanie Valles.

Borrower's Certification & Authorization for loan application.

Confirmation of Debt Validity by Stephanie Valles.

Demand Statements from Heritage Pacific Financial.

3. Under Rule 26(a)(1)(C), Defendant makes no claim for damages.

4. Under Rule 26(a)(1)(D), Defendant states that they DO NOT possess any insurance agreement under which any person carrying on an insurance agreement may be liable to satisfy part or all of the judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

5. Under Rule 26(a)(2), Defendant states they may seek to use expert testimony but at this time have not retained or consulted with any experts. Defendant will supplement this disclosure once an expert has been retained.

Dated: March 27, 2013  
Bronx, NY

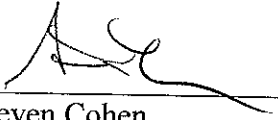
Respectfully submitted,



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**Certificate of Service**

The undersigned hereby certifies that a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the CM/ECF system which will send notification of such filing to Abraham Kleinman and William F. Horn, counsels for Plaintiff, on March 27, 2013.

  
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Steven Cohen

File no. 70958